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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

REGINA M. SIMPSON and REGINA) CASE NO. **37-2011-00087418-CU-BT-CTL**
STURDIVANT, individually, on behalf of)
themselves, all others similarly situated, and on)
behalf of the general public;

Plaintiff,

v.

JPMORGAN CHASE BANK, a New York)
corporation; JPMORGAN CHASE & CO., a)
Delaware corporation; CHASE HOME FINANCE)
LLC, a Delaware limited liability company; and)
DOES 1 to 100, inclusive,

Defendants.

) CLASS ACTION COMPLAINT FOR
) VIOLATION OF CALIFORNIA LABOR LAW
) STATUTES AND UNFAIR BUSINESS
) PRACTICES

Plaintiffs Regina M. Simpson and Regina Sturdivant, on behalf of themselves, on behalf of all others
similarly situated, and on behalf of the general public, hereby complain and allege on information and belief
as follows:

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PARTIES

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2 1. Plaintiff, Regina M. Simpson ("SIMPSON"), is, at all times relevant hereto, was an
3 individual residing in the State of California.
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5 2. Plaintiff, Regina Sturdivant ("STURDIVANT"), is, at all times relevant hereto, was an
6 individual residing in the State of California.

7 3. This action is filed on behalf of SIMPSON and STURDIVANT, individually, on behalf of
8 the general public, and on behalf of all members of three separate subclasses defined in paragraph 37 below
9 under the provisions of California Code of Civil Procedure section 382, which provides, *inter alia*, that a
10 class action may be brought when the question is one of common interest to many persons, or when the
11 number of persons is numerous and it is impracticable to bring them all before the court. This action is
12 properly filed and maintained as a class action for the reasons set forth below.
13

14 4. Defendant JPMORGAN CHASE BANK ("JPMORGAN") is and all times relevant hereto
15 was a New York corporation licensed to do and doing business throughout the State of California, including
16 San Diego County.
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18 5. Defendant JPMORGAN CHASE & CO. ("CHASE") is and all times relevant hereto was a
19 Delaware corporation licensed to do and doing business throughout the State of California, including San
20 Diego County.

21 6. Defendant CHASE HOME FINANCE, LLC ("CHASE HOME") is and all times relevant
22 hereto was a Delaware limited liability company licensed to do and doing business throughout the State of
23 California, including San Diego County.
24

25 7. DOES 1 to 50, are and at all relevant times hereto were, corporations and/or business entities
26 organized and existing under the laws of and/or qualified to do business in California and were affiliates,
27 subsidiaries, parent corporations and/or joint venturers with JPMORGAN, CHASE and CHASE HOME.
28 DOES 51 to 100 were individuals who were the agents of and/or employees of the corporate/business entity

1 defendants, and were at all times herein mentioned acting within the course and scope of such agency and
2 employment. JPMORGAN, CHASE and CHASE HOME are therefore liable for the wrongful acts and
3 omissions of each other defendant.

4
5 8. Plaintiffs do not know the true names of defendant DOES 1 through 100, and therefore sue
6 them by those fictitious names. Plaintiffs informed and believe, and on the basis of that information and
7 belief allege, that each of those defendants was in some manner responsible for the events and happenings
8 alleged in this complaint and for the injuries and damages of SIMPSON and STURDIVANT, all others
9 similarly situated and the general public.

10
11 **GENERAL ALLEGATIONS**

12 9. JPMORGAN, CHASE and CHASE HOME provide investment, financing, advisory,
13 insurance, and banking related products and services directly and through their affiliates, subsidiaries and
14 divisions throughout the State of California, including the County of San Diego.

15 10. At all times relevant hereto, JPMORGAN, CHASE and CHASE HOME had in effect various
16 written nondiscretionary bonus plans applicable to its nonexempt employees whereby JPMORGAN, CHASE
17 and CHASE HOME provided such employees nondiscretionary paid bonuses as part of their regular
18 compensation.

19
20 11. At all times relevant hereto, JPMORGAN, CHASE and CHASE HOME had in effect various
21 written compensation plans applicable to its nonexempt employees whereby JPMORGAN, CHASE and
22 CHASE HOME provided such employees commissions as part of their regular compensation.

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24 12. At all times relevant hereto, JPMORGAN, CHASE and CHASE HOME failed to include the
25 nondiscretionary bonus payments and/or the commissions it paid to its nonexempt employees in computing
26 the amount of overtime compensation due such employees.

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1 13. At all times relevant hereto, JPMORGAN, CHASE and CHASE HOME had in effect written
2 vacation policies whereby such Defendants' employees were provided paid time off in the form of vacation
3 as part of their compensation.
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5 14. Pursuant to JPMORGAN, CHASE and CHASE HOME's vacation policies, employees are
6 forced to forfeit, without compensation, all unused paid vacation accrued in a calendar month of employment
7 if such employees are not employed on the last day of the calendar month during which such paid vacation
8 accrued.
9

10 15. At all times relevant hereto, JPMORGAN, CHASE and CHASE HOME enforced its vacation
11 policies which required its employees to forfeit, without compensation, vacation benefits earned in a
12 calendar month of employment if such employees were not employed on the last day of the month during
13 which such paid vacation accrued.
14

15 16. At all times relevant hereto, JPMORGAN and CHASE employed "personal bankers" in each
16 of its California bank branches and such "personal bankers" were classified as non-exempt employees
17 pursuant to JPMORGAN and CHASE's written employment policies.
18

19 17. At all times relevant hereto, "personal bankers" were required to maintain communication
20 devices and use personal transportation in order to sell the financial products offered by JPMORGAN and
21 CHASE but were denied indemnification for the expenditures associated with such equipment and travel-
22 related expenses pursuant to JPMORGAN and CHASE's policies and practices.
23

24 18. At all times relevant hereto, JPMORGAN and CHASE HOME employed "REO Specialists"
25 in California and such "REO Specialists" were classified as non-exempt employees pursuant to
26 JPMORGAN and CHASE HOME's written employment policies.
27

28 19. At all times relevant hereto, JPMORGAN, CHASE and CHASE HOME warranted and
represented, expressly and/or impliedly, that its policies and practices as set forth herein were in compliance
with all applicable statutes, regulations, rules and/or ordinances.

1 20. At all times relevant hereto, SIMPSON and STURDIVANT justifiably relied on
2 JPMORGAN, CHASE and CHASE HOME's express and/or implied warranties and representations that
3 its policies and practices as set forth herein were in compliance with all applicable statutes, regulations, rules
4 and/or ordinances.
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6 21. At all times relevant hereto, JPMORGAN, CHASE and CHASE HOME knew, or should
7 have known, that its policies and practices as set forth herein were not compliant with all applicable statutes,
8 regulations, rules and/or ordinances which (1) require payment for all hours worked, (2) require an employer
9 to include the bonus payments and commissions set forth above in computing the amount of overtime
10 compensation to which a nonexempt employee is entitled, (3) prohibit the forfeiture of wages, (4) require
11 the payment of all wages when due and (5) required an employer to indemnify his or her employee for all
12 necessary expenditures incurred by an employee in direct consequence of the discharge of his or her duties.
13

14 22. At all times relevant hereto, JPMORGAN, CHASE and CHASE HOME concealed the
15 illegality of its policies and practices as alleged herein from SIMPSON and STURDIVANT and all other
16 similarly situated employees, past and present.
17

18 23. SIMPSON and STURDIVANT had no knowledge, constructive or actual, prior to on or
19 about March 1, 2011, that they had suffered any harm as a result of JPMORGAN, CHASE and CHASE
20 HOME's policies and practices or that such policies and practices were the unlawful cause of such harm.
21

22 24. The policies and practices adopted, implemented and enforced by JPMORGAN, CHASE and
23 CHASE HOME as set forth herein are unlawful and violative of California Labor Code Sections 200, *et seq.*
24 and/or IWC Wage Order No. 4 (California Code of Regulations Section 11040, as amended) which require,
25 *inter alia*, JPMORGAN, CHASE and CHASE HOME to pay its employees all wages due to its employees.
26 By virtue of JPMORGAN, CHASE and CHASE HOME's unlawful policies and practices set forth herein,
27 JPMORGAN, CHASE and CHASE HOME have withheld and are withholding wages owed to its employees
28 pursuant to these laws.

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1 and (3) incurred travel and cellular telephone expenses in connection with the discharge of her duties but
2 was denied reimbursement for such expenditures by JPMORGAN and CHASE.

3 30. As a result of JPMORGAN and CHASE's unlawful conduct alleged herein, SIMPSON was
4 not paid for all time worked, was denied overtime compensation, was required to forfeit wages and incurred
5 unreimbursed necessary expenses in connection with the discharge of her duties in an amount according to
6 proof at time of trial.

7 31. As a result of the JPMORGAN and CHASE's unlawful policies and practices as alleged
8 herein, SIMPSON suffered injury in fact and has lost money and property in an amount according to proof
9 at time of trial.

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12 **STURDIVANT'S CLAIM**

13 32. STURDIVANT is a former employee of JPMORGAN and CHASE HOME.

14 33. STURDIVANT worked for JPMORGAN and CHASE HOME in California in the capacity
15 of an "REO Specialist" on a full-time basis from in or about May 1, 2006 to in or about May 11, 2007.

16 34. At all times during the tenure of STURDIVANT's employment with JPMORGAN and
17 CHASE HOME, STURDIVANT (1) worked in excess of forty (40) hours in a week and/or eight (8) hours
18 in a day and earned nondiscretionary bonus pay and/or commissions pursuant to JPMORGAN and CHASE
19 HOME's written compensation policies, (2) earned paid vacation pursuant to JPMORGAN and CHASE
20 HOME's vacation policies and (3) incurred travel and cellular telephone expenses in connection with the
21 discharge of her duties but was denied reimbursement for such expenditures by JPMORGAN and CHASE
22 HOME.

23 35. As a result of JPMORGAN and CHASE HOME's unlawful conduct alleged herein,
24 STURDIVANT was not paid for all time worked, was denied overtime compensation, was required to forfeit
25 wages and was denied reimbursement of expenses in an amount according to proof at time of trial.

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1 36. As a result of the JPMORGAN and CHASE HOME's unlawful policies and practices as
2 alleged herein, STURDIVANT suffered injury in fact and has lost money and property in an amount
3 according to proof at time of trial.
4

5 **THE CLASS**

6 37. The class in this case includes all similarly-situated former and current California employees
7 of JPMORGAN, CHASE and/or CHASE HOME (1) who are or were employed by JPMORGAN, CHASE
8 and/or CHASE HOME and who were denied overtime compensation as a result of JPMORGAN, CHASE
9 and/or CHASE HOME's failure to include nondiscretionary bonus compensation and/or compensation in
10 the form of commission when computing the amount of overtime compensation paid to such employees
11 (subclass 1) and/or (2) who forfeited vested paid vacation and/or were denied compensation in lieu thereof
12 pursuant to JPMORGAN, CHASE and/or CHASE HOME's vacation policies (subclass 2) and/or (3)
13 incurred necessary expenses as a direct consequence of the discharge of their duties which were not
14 reimbursed as required by Labor Code Section 2802 and Orders of the California Industrial Welfare
15 Commission (subclass 3).
16
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18 38. The claims of SIMPSON and STURDIVANT are typical of the claims of the members of
19 each of the subclasses.

20 39. SIMPSON and STURDIVANT will fairly and adequately protect the interests of the class
21 and has retained counsel competent and experienced in class action litigation.
22

23 40. The identification of the individual class members may be effectuated by reference to
24 JPMORGAN, CHASE and CHASE HOME's records. The total amount of wages forfeited and/or overtime
25 compensation denied the class members by JPMORGAN, CHASE and CHASE HOME during the class
26 period as well as unreimbursed expenses incurred by the class members is also readily ascertainable from
27 JPMORGAN, CHASE and CHASE HOME's records.
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1 41. A class action is superior to other methods for the fair and efficient adjudication of this
2 controversy. Since the practices JPMORGAN, CHASE and CHASE HOME engaged in are common to all
3 members of the class, judicial economy is not served by multiple actions with duplicative and repetitive
4 testimony.
5

6 42. The class of persons for whose benefit this case is brought consists of thousands of
7 individuals whose claims, except as to amount of damages, are otherwise identical in that each class member
8 was injured in the same way as a result of JPMORGAN, CHASE and CHASE HOME's common course
9 of conduct. The amount of overtime compensation denied each class member by JPMORGAN, CHASE
10 and CHASE HOME, the amount of earned paid vacation forfeited by each class member and/or the amount
11 of compensation in lieu thereof denied each class member by JPMORGAN, CHASE and CHASE HOME
12 and/or the amount of unreimbursed expenses incurred by each class member can be calculated by reference
13 to JPMORGAN, CHASE and CHASE HOME's records. Therefore, the repetitive testimony of each class
14 member at trial would be impracticable, unnecessary, and an inefficient use of judicial resources.
15

16 43. Although the common questions involved in this class action collectively involve a large sum
17 of money, it would be extremely difficult for an individual class member to economically maintain an
18 individual action on his or her own behalf alone because of the modest amount at issue in each case.
19

20 44. This class action is proper because of the numerosity of the individuals who were denied
21 overtime compensation and/or who forfeited vested vacation and/or were denied compensation in lieu
22 thereof and/or the incurred expenses in connection with the discharge of their duties which were
23 unreimbursed by JPMORGAN, CHASE and CHASE HOME. A multitude of individual actions would work
24 a hardship on the court system and would be impracticable to coordinate by any other means than a class
25 action.
26

27 45. SIMPSON and STURDIVANT are aware of no difficulty which will be encountered in the
28 management of this litigation which would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME COMPENSATION

(Violation of California Labor Code Sections 200, *et seq.*)

(By SIMPSON and STURDIVANT on behalf of themselves and all putative members of subclass 1
against JPMORGAN, CHASE and CHASE HOME)

46. SIMPSON and STURDIVANT reallege and incorporate herein by reference the allegations
contained in Paragraphs 1 through 45 of the Complaint as though fully set forth herein.

47. JPMORGAN, CHASE and CHASE HOME have violated and continues to violate California
Labor Code section 201, which provides in pertinent part as follows:

If an employer discharges an employee, the wages earned and unpaid at the
time of discharge are due and payable immediately.

48. JPMORGAN, CHASE and CHASE HOME have violated and continues to violate California
Labor Code section 202, which provides in pertinent part as follows:

If an employee not having a written contract for a definite period quits his or
her employment, his or her wages shall become due and payable not later
than 72 hours thereafter, unless the employee has given 72 hours previous
notice of his or her intention to quit, in which case the employee is entitled
to his or her wages at the time of quitting.

49. JPMORGAN, CHASE and CHASE HOME are liable for waiting time penalties pursuant to
Labor Code section 203, which provides as follows:

If an employer willfully fails to pay, without abatement or reduction, in
accordance with Sections 201, 201.5, and 202, any wages of an employee
who is discharged or who quits, the wages of such employees shall continue
as a penalty from the due date thereof at the same rate until paid or until an
action therefor is commenced; but such wages shall not continue for more
than 30 days...Suit may be filed for such penalties at any time before the
expiration of the statute of limitations on an action for the wages from which
the penalties arise.

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1 50. JPMORGAN, CHASE and CHASE HOME have violated and continues to violate California
 2 Labor Code section 204 which requires JPMORGAN, CHASE and CHASE HOME to, *inter alia*, pay its
 3 employees all overtime compensation earned no later than the pay day for the next payroll period.
 4

5 51. JPMORGAN, CHASE and CHASE HOME have violated and continues to violate California
 6 Labor Code section 510 which requires JPMORGAN, CHASE and CHASE HOME to, *inter alia*,
 7 compensate its employees at the rate of no less than one and one-half times their regular rate of pay for all
 8 hours worked in excess of eight (8) hours in one work day and/or all hours worked in excess of forty (40)
 9 hours in any work week.
 10

11 52. California Labor Code section 218 gives employees the right to file suit directly in a court
 12 of law, rather than going through the Labor Commissioner, as follows:

13 Nothing in this article shall limit the right of any wage claimant to sue
 14 directly or through an assignee for any wages or penalty due him under this
 15 article.

16 53. SIMPSON and STURDIVANT are entitled to an award of attorneys' fees and costs in
 17 prosecuting this action pursuant to California Labor Code section 1194, which provides in pertinent part as
 18 follows:

19 Notwithstanding any agreement to work for a lesser wage, any employee
 20 receiving less than the legal minimum wage or the legal overtime
 21 compensation applicable to the employee is entitled to recover in a civil
 22 action the unpaid balance of the full amount of this minimum wage or
 overtime compensation, including interest thereon, reasonable attorney's fees,
 and costs of suit.

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54. JPMORGAN, CHASE and CHASE HOME are liable for interest on all wages due and unpaid pursuant to Labor Code section 218.6 which provides as follows:

In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.

SECOND CAUSE OF ACTION

FORFEITURE OF WAGES

(California Labor Code Section 200, *et seq.*)

(By SIMPSON and STURDIVANT on behalf of themselves and all putative members of subclass 2 against JPMORGAN, CHASE and CHASE HOME)

55. SIMPSON and STURDIVANT reallege and incorporate herein by reference the allegations contained in Paragraphs 1 through 45 of the Complaint as though fully set forth herein.

56. The paid vacation benefits that JPMORGAN, CHASE and CHASE HOME provides to its employees on an annual basis accrue and vest as such employees work. Pursuant to JPMORGAN, CHASE and CHASE HOME's vacation policies, employees are forced to forfeit, without compensation, all unused paid vacation accrued in a calendar month of employment if such employees are not employed on the last day of the calendar month during which such paid vacation accrued.

57. JPMORGAN, CHASE and CHASE HOME have violated and continues to violate California Labor Code section 201, which provides in pertinent part as follows:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

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1 58. JPMORGAN, CHASE and CHASE HOME have violated and continues to violate California
2 Labor Code section 202, which provides in pertinent part as follows:

3
4 If an employee not having a written contract for a definite period quits his or
5 her employment, his or her wages shall become due and payable not later
6 than 72 hours thereafter, unless the employee has given 72 hours previous
7 notice of his or her intention to quit, in which case the employee is entitled
8 to his or her wages at the time of quitting.

9 59. JPMORGAN, CHASE and CHASE HOME are liable for waiting time penalties pursuant to
10 Labor Code section 203, which provides as follows:

11 If an employer willfully fails to pay, without abatement or reduction, in
12 accordance with Sections 201, 201.5, and 202, any wages of an employee
13 who is discharged or who quits, the wages of such employees shall continue
14 as a penalty from the due date thereof at the same rate until paid or until an
15 action therefor is commenced; but such wages shall not continue for more
16 than 30 days...Suit may be filed for such penalties at any time before the
17 expiration of the statute of limitations on an action for the wages from which
18 the penalties arise.

19 60. JPMORGAN, CHASE and CHASE HOME have violated and continues to violate California
20 Labor Code section 204 which requires JPMORGAN, CHASE and CHASE HOME to, *inter alia*, pay its
21 employees all compensation earned no later than the pay day for the next payroll period.

22 61. California Labor Code section 218 gives employees the right to file suit directly in a court
23 of law, rather than going through the Labor Commissioner, as follows:

24 Nothing in this article shall limit the right of any wage claimant to sue
25 directly or through an assignee for any wages or penalty due him under this
26 article.

27 62. SIMPSON and STURDIVANT are entitled to an award of attorneys' fees and costs in
28 prosecuting this action pursuant to California Labor Code section 218.5, which provides in pertinent part
as follows:

In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.

63. JPMORGAN, CHASE and CHASE HOME are liable for interest on all wages due and unpaid pursuant to Labor Code section 218.6 which provides as follows:

In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.

64. California Labor Code section 227.3 gives employees the right to be paid for unused vested vacation time upon termination, as follows in pertinent part:

Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.

THIRD CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY EXPENSES

(California Labor Code Section 2802, *et seq.*)

(By SIMPSON and STURDIVANT on behalf of themselves and all putative members of subclass 3
against JPMORGAN, CHASE and CHASE HOME)

65. SIMPSON and STURDIVANT reallege and incorporate herein by reference the allegations contained in Paragraphs 1 through 45 of the Complaint as though fully set forth herein.

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1 66. California Labor Code section 2802 requires an employer to indemnify his or her employee
2 for all necessary expenses incurred by such employee in discharge of his or her duties.

3
4 67. SIMPSON and STURDIVANT and all of the putative class members were required to travel
5 and have a cellular telephone to perform the duties required by their employment with JPMORGAN,
6 CHASE and CHASE HOME.

7
8 68. JPMORGAN, CHASE and CHASE HOME have failed to reimburse SIMPSON and
9 STURDIVANT and all of the putative class members of subclass 3 the necessary expenses incurred for
10 travel and cellular telephones by SIMPSON and STURDIVANT and the putative class members in the
11 discharge of their duties during the Class Period as required by California Labor Code section 2802.

12
13 69. SIMPSON and STURDIVANT, individually and on behalf of all putative members of
14 subclass 3, request reimbursement of all necessary expenses incurred by them in discharge of their duties
15 during the Class Period in an amount according to proof, plus attorney's fees, costs and interest on such
16 amounts from the date the expenditure was incurred pursuant to California Labor Code section 2802.

17
18 **FOURTH CAUSE OF ACTION**

19 **UNLAWFUL BUSINESS PRACTICES**

20 **(California Business & Professions Code Sections 17200, *et seq.*)**

21
22 (By SIMPSON and STURDIVANT on behalf of themselves and all putative members of subclasses 1
23 through 3 against JPMORGAN, CHASE and CHASE HOME)

24 70. SIMPSON and STURDIVANT reallege and incorporate herein by reference the allegations
25 contained in Paragraphs 1 through 45 of the Complaint as though fully set forth herein.

26
27 71. The conduct of JPMORGAN, CHASE and CHASE HOME with respect to its overtime
28 compensation policy, vacation policies and expense reimbursement policy which results in, *inter alia*, the

1 withholding of wages and money due its employees, as more particularly described above, is an unlawful,
2 unfair and/or deceptive business practice within the meaning of California Business and Professions Code
3 section 17200.
4

5 72. JPMORGAN, CHASE and CHASE HOME's conduct is unlawful because the adoption,
6 implementation and enforcement of its policies and practices as set forth herein violates the common law
7 and statutory law of California. Specifically each of the discrete claims alleged herein are unlawful because
8 they violate California Labor Code sections 200, *et seq.* and Civil Code sections 1708 and/or 1712.
9

10 73. JPMORGAN, CHASE and CHASE HOME's conduct is deceptive because its overtime
11 compensation policy, vacation policies and expense reimbursement policy and adoption, implementation
12 and enforcement thereof, creates the deceptive impression that such policies are compliant with all
13 applicable laws and because JPMORGAN, CHASE and CHASE HOME's deceptively refused to disclose
14 and concealed the illegality of its conduct.
15

16 74. JPMORGAN, CHASE and CHASE HOME's conduct is unfair because it results in its failure
17 to pay all wages earned by its employees and its failure to reimburse employees expenses made on behalf
18 of JPMORGAN, CHASE and CHASE HOME.
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20 75. As a result of JPMORGAN, CHASE and CHASE HOME's unlawful, unfair and/or deceptive
21 business practices, members of the class and the general public have been denied overtime compensation
22 and/or wages attributable to vested vacation time pursuant to JPMORGAN, CHASE and CHASE HOME's
23 vacation policies and/or the reimbursement of expenses incurred in connection with the discharge of their
24 duties at JPMORGAN, CHASE and CHASE HOME. JPMORGAN, CHASE and CHASE HOME's are
25 liable to make restitution for all such overtime compensation, the dollar value of the forfeited vacation
26 benefits and all unreimbursed expenses withheld together with interest on the liquidated sum owing and
27 attorneys' fees and costs as determined by the court. SIMPSON and STURDIVANT also seeks an
28

1 injunction enjoining JPMORGAN, CHASE and CHASE HOME from continuing to commit its unlawful,
 2 unfair and/or deceptive practices by failing to properly provide overtime compensation and vacation
 3 compensation as well as failing to reimburse expenses incurred by its employees as alleged herein.
 4 SIMPSON and STURDIVANT will amend the complaint at the time of trial to include additional employees
 5 who continue to be subjected to JPMORGAN, CHASE and CHASE HOME's unlawful, unfair and/or
 6 deceptive business practices until such time as the practice has been enjoined. Further, SIMPSON and
 7 STURDIVANT reserve the right to supplement the restitution award after time of trial and until an
 8 injunction is issued to include additional persons who have been damaged by JPMORGAN, CHASE and
 9 CHASE HOME's unlawful, unfair and/or deceptive business practices.
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12 **WHEREFORE**, SIMPSON and STURDIVANT request judgment be entered against Defendants
 13 as follows:
 14

15 **ON THE FIRST CAUSE OF ACTION:**

- 16 1. For all compensatory damages permitted under the applicable statutes;
- 17 2. For statutory penalties pursuant to Labor Code section 203;
- 18 3. For interest at the legal rate of interest on the foregoing sums;
- 19 4. For an injunction prohibiting Defendants from engaging in such practices;
- 20 5. For all other equitable relief available under the applicable statutes;
- 21 6. For costs of suit herein incurred including reasonable attorneys' fees; and
- 22 7. For such other and further relief as the Court deems just and proper.

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1 **ON THE SECOND CAUSE OF ACTION:**

- 2 1. For all compensatory damages permitted under the applicable statutes;
- 3
- 4 2. For statutory penalties pursuant to Labor Code section 203;
- 5
- 6 3. For interest at the legal rate of interest on the foregoing sums;
- 7
- 8 4. For an injunction prohibiting Defendants from engaging in such practices;
- 9
- 10 5. For all other equitable relief available under the applicable statutes;
- 11 6. For costs of suit herein incurred including reasonable attorneys' fees; and
- 12 7. For such other and further relief as the Court deems just and proper.

13 **ON THE THIRD CAUSE OF ACTION:**

- 14 1. For compensatory damages in an amount sufficient to indemnify SIMPSON and
- 15 STURDIVANT and all similarly situated class members for all expenses incurred as a direct consequence
- 16 of the discharge of their duties;
- 17
- 18 2. For interest at the legal rate of interest on the foregoing sums;
- 19
- 20 3. For a preliminary and permanent injunction prohibiting JPMORGAN, CHASE and CHASE
- 21 HOME from requiring its employees to incur expenses as a direct consequence of the discharge of their
- 22 duties without indemnification for the same;
- 23
- 24 4. For costs of suit incurred herein including reasonable attorneys' fees; and
- 25
- 26 5. For such other and further relief as the Court deems just and appropriate.

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ON THE FOURTH CAUSE OF ACTION:

1. For disgorgement by Defendants and restitution of the value of all wages and monies unjustly retained by Defendants as a result of the enforcement of Defendants' unlawful overtime compensation policy, vacation policies and expense reimbursement policy;
2. For interest at the legal rate of interest on the foregoing sum;
3. For an injunction prohibiting Defendants from engaging in such practices;
4. For costs of suit herein incurred, including reasonable attorneys' fees; and
5. For such other and further relief as the Court deems just and proper.

DATED: 3/9/11

LAW OFFICES OF SHELDON A. OSTROFF

By: 

Sheldon A. Ostroff, APC
Attorneys for Plaintiff

DATED: 3-9-11

HUFFMAN & KOSTAS

A Partnership of Professional Corporations

By: 

James C. Kostas, APC
Attorneys for Plaintiff

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): James C. Kostas, APC (SBN115948) Sheldon A. Ostroff, APC (SBN108510) Huffman & Kostas Law Offices of Sheldon A. Ostroff A Partnership of Professional Corporations A Professional Corporation 1441 State Street 1441 State Street San Diego, CA 92101 San Diego, CA 92101 TELEPHONE NO.: (619) 544-0880 FAX NO.: (619) 544-0892 ATTORNEY FOR (Name): Plaintiffs		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> MAY 10 2 3 17 2011 </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice		CASE NUMBER: 37-2011-00087418-CU-BT-CTI JUDGE: DEPT:
CASE NAME: SIMPSON, ET AL. V. JPMORGAN CHASE BANK, ET AL.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Four (4)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 3/10/11
Sheldon A. Ostroff

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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